



ZACKS LAW GROUP LLC
Counselors & Practitioners at Law

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Columbus, Ohio 43213
614.236.8000 voice
614.236.3236 fax

Marcus D. Dunn
mddunn@zlglaw.com

October 3, 2012

Re: Ohio Rock Industries, Ltd.

To whom it may concern:

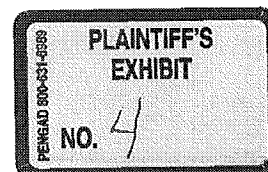
As legal counsel for Ohio Rock Industries, Ltd. ("Ohio Rock"), the purpose of this letter is to confirm that George Michael Riley is the authorized representative of Ohio Rock.

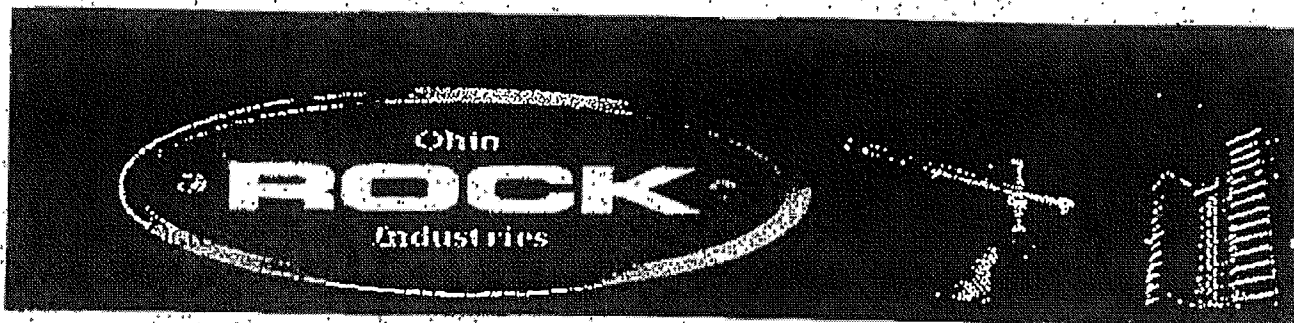
In addition, in forming and filing the Articles of Organization for Ohio Rock, our firm and myself merely acted as authorized agents in the creation of the company.

If you have any other questions or concerns, please do not hesitate to contact me.

Very truly yours,

Marcus D. Dunn





To whom it may concern;

October 2, 2013

George M Riley is an authorized signer for any and all documents for
Ohio Rock Industries, LTD.

Sincerely,

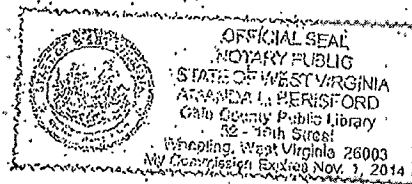
Stacia Johnson

Stacia Johnson

Secretary

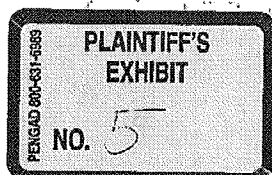
Ohio Rock Industries, LTD

State of WV
County of Ohio



The foregoing instrument was acknowledged before
me this 2nd day of October, 2013, by Stacia Johnson
Amanda L. Berisford

My commission expires November 1, 2014.



P.O. Box 135, Etna, Ohio 43018 Office (740) 644-1133 Fax (740) 685-5850
www.ohiorockindustries.com

GMR 050

OHIO ROCK INDUSTRIES, LTD.
First Amendment to the Operating Agreement

This First Amendment to the Operating Agreement (this "Amendment") is made effective as of July 1, 2012 by and among Ohio Rock Industries, Ltd., an Ohio limited liability company (the "Company"), and the undersigned members of the Company.

Whereas, on May 2, 2011, the Company filed its Articles of Organization with the Secretary of State of Ohio;

Whereas, effective May 2, 2011, the members of the Company executed an Operating Agreement to govern the conduct of its business and internal affairs;

Whereas, effective June 30, 2012, the then current members transferred 100% of their ownership in the Company to Michael Riley; and

Whereas, the Members desire to amend the definition of a "Member" by revising Exhibit A to reflect the current ownership of Membership Interests in the Company.

Now therefore, in consideration of the premises and the mutual promises and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

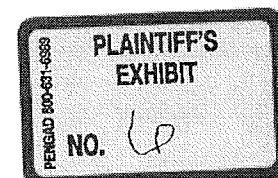
1. **Capitalized Terms.** The Capitalized terms used in this Amendment but not otherwise defined herein shall have the same meanings ascribed to such terms in the Operating Agreement.

2. **Amendment to Exhibit A.** The Members hereby agree that the amended version of Exhibit A attached hereto shall supersede and replace in all aspects all previous versions of Exhibit A to the Operating Agreement. The Members hereby acknowledge that the ownership of Membership Interests as reflected on the attached Exhibit A properly reflect the current ownership of the Company.

3. **Ratification.** Except as hereby specifically modified or amended, all terms, provisions and conditions of the Operating Agreement are hereby ratified and confirmed and shall remain and continue in full force and effect. Nothing contained in this Amendment is intended or shall be construed to impair the limited liability company protections afforded to the members of the Company pursuant to applicable Ohio law.

4. **Future References to Operating Agreement.** As of and after the date hereof, all references to the Operating Agreement in any and all agreements, instruments, mortgages, conveyances, documents, notes, certificates, or writings of any nature, kind or description shall be deemed to mean the Operating Agreement as amended by this Amendment.

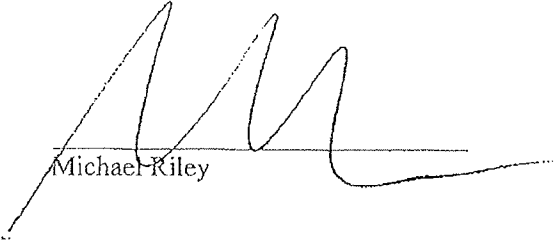
5. **Miscellaneous.** This Amendment shall be construed in accordance with and governed by the laws of the State of Ohio. This Amendment may be executed in two or more counterparts (including counterparts executed by facsimile), all of which counterparts shall be deemed originals, and all of which counterparts taken together shall constitute a single instrument.



GMR 053

In Witness Whereof, the parties have executed this First Amendment to the Operating Agreement of the Company effective as of July 1, 2012.

Member:


Michael Riley

Ohio Rock Industries, Ltd.

Operating Agreement

Exhibit A

Member Name

Percentage Ownership Interest

Michael Riley

100%

Print

Page 1 of 2

From: James Harris (jhre@msn.com)
To: panderson.hre@att.net;
Date: Thu, October 11, 2012 4:06:34 PM
Cc:
Subject: FW: Ohio Rock Documents

Harris Real Estate

Phone: 740-695-2117
Fax: 740-695-2517

Subject: Fwd: Ohio Rock Documents
From: mriley@ohiorockindustries.com
Date: Thu, 11 Oct 2012 15:41:04 -0400
CC: mriley@ohiorockindustries.com
To: jhre@msn.com

Sent from my iPhone

Begin forwarded message:

From: "Marcus D. Dunn, Esq." <mddunn@zlglaw.com>
Date: October 11, 2012, 3:29:56 PM EDT
To: <mriley@ohiorockindustries.com>
Cc: <mrileysr@ohiorockindustries.com>
Subject: Ohio Rock Documents

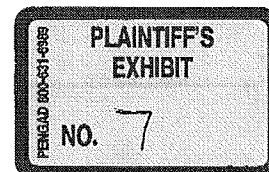
Here they are Mike.

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Marcus D. Dunn, Esq.
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-1st Amendment & Litigation

Practice Areas:
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in complex litigation & transactional matters for individuals, families and companies.



GMR 051

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Thank you for your anticipated cooperation.

Zacks Law Group LLC

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